DOCUMENT RESUME

ED 104 190 HE 006 296

TITLE	Agreement Between Michigan State University and Local Union No. 1585 Affiliated with Michigan Council No. 7, AFSCME, AFL-CIO.
INSTITUTION	Michigan State Univ., East Lansing.
PUB DATE	1 Jul 73
NOTE	78p.
EDRS PRICE	MF-$0.76 HC-$4.43 PLUS POSTAGE
DESCRIPTORS	*Collective Bargaining; *Collective Negotiation; *Contracts; Employer Employee Relationship; Grievance Procedures; *Higher Education; Labor Unions; Leave of Absence; Nonprofessional Personnel; Recruitment; Salaries; *State Universities
IDENTIFIERS	*Michigan State University

ABSTRACT

This contractual agreement covers the period July 1, 1973 through June 30, 1975. The agreement covers: purpose and intent of the agreement, rights of the employer, aid to other unions, union recognition, bargaining units, union security, union dues and initiation fees, representation, stewards and alternate stewards, union bulletin board, union senority, grievance procedures, discipline, medical dispute. layoffs, leaves of absence, promotions and transfers, compensation and wages, insurance programs, and additional articles. (MJM)

ED104190

AGREEMENT BETWEEN

MICHIGAN STATE UNIVERSITY

AND LOCAL UNION NO. 1585 AFFILIATED WITH

MICHIGAN COUNCIL NO. 7, AFSCME, AFL-CIO

JULY 1, 1973

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PREFACE

The Board of Trustees of Michigan State University and Local 1585 of the American Federation of State, County and Municipal Employee's Union (AFL-CIO) recognize their moral and legal responsibilities under federal, state, and local laws.

The University and the Union recognize the moral principles involved in the area of civil rights and fair employment practices and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age or national origin.

Whenever the word "Agreement" is used in this document it shall be considered synonymous with the word "Contract".

TABLE OF CONTENTS

Number	Article	Page
	Preface	iii
	Table of Contents	v
	Agreement	1
1.0	Purpose and Intent	1
2.0	Rights of the Employer	2
3.0	Aid to Other Unions	2
	Union	
4.0	Recognition	2
5.0	Bargaining Units	2
6.0	Union Security	3
7.0	Union Dues, Initiation Fees and Service Charges	5
8.0	Representation	7
9.0	Stewards and Alternate Stewards	8
10.0	Union Bulletin Board	9
11.0	Limit on Use of Bulletin Boards	10
	Union Seniority	
12.0	Seniority Defined	10
13.0	Seniority	10
14.0	Seniority Lists	11
15.0	Loss of Seniority	12
16.0	Seniority of Stewards	13
17.0	Seniority of Officers	13
18.0	Shift Preference	13
	Grievance	
19.0	Grievance Procedure	14
20.0	Presenting a Grievance	15
21.0	Withdrawal of Cases	19
22.0	Computation of Back Wages	19
23.0	Discharge or Discipline	19
24.0	Special Conferences	20
25.0	Medical Dispute	21
	Layoffs	
26.0	Temporary Layoffs	21
27.0	Layoffs	21
28.0	Recall Procedure	22
29.0	Work Opportunity for Laid Off Employees	23

Number	Article	Page
	Leaves of Absence	
30.0	Absences	23
	Paid	
31.0	Holiday Provisions	23
32.0	Vacations	24
33.0	Personal Leave Day	26
34.0	Sick Leave	27
35.0	Funeral Leave	29
36.0	Jury Duty	30
	Non-Paid	
37.0	Personal Leave	30
38.0	Leave of Absence for Illness or Disability	31
39.0	Military Leave	31
40.0	Educational Leave of Absence for Veterans	32
41.0	Leave for Union Business	32
42.0	Union Education Leave	33
43.0	General Conditions	33
	Promotions and Transfers	
44.0	Promotions	34
45.0	Transfers	36
	Compensation and Wages	
46.0	Classification and Job Descriptions	36
47.0	Baker (Brody)	37
48.0	Wage Rate Increase Plan	38
49.0	Merit Increase	39
50.0	Red Circle Rates	39
51.0	Working Hours	39
52.0	Time-and-One-Half In Seven-Day Operatons and In Other Specific Areas of Work	41
53.0	Time-and-One-Half In College of Veterinary Medicine	42
54.0	Equalization of Overtime Hours	42
55.0	Longevity Pay	43
	Insurance Programs	
56.0	Hospitalization-Medical Coverage	45
57.0	Disability Plans	46

Number	Article	Page
58.0	Group Life Insurance	47
59.0	Death Benefit Insurance	48
60.0	Retirement Benefits	49
	Additional Articles	
61.0	Assignment of Dormitories and Food Services and Physical Plant Employees	52
62.0	Assignment of College of Agriculture and Natural Resources Employees	52
63.0	Supervision Working	54
64.0	Student Labor	54
65.0	Safety Committee	54
66.0	Agreement Copies	55
67.0	Supplemental Agreements	55
68.0	Contract Documents	55
69.0	Ratification	55
70.0	Termination and Modification	56
71.0	Effective Date	57
	Appendix I	58
	Appendix II	62
	Supplemental Letters of Agreement	64
	Index	69

AGREEMENT

This Agreement entered into this first day of July, 1973, between the Board of Trustees of Michigan State University (hereinafter referred to as the "EMPLOYER") and Local Union No. 1585, affiliated with Michigan Council No. 7, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

1.0 PURPOSE AND INTENT

1.1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

1.2 The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

1.3 The Employer and the Union will encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.4 Accordingly, the officials representing the Employer and the Union will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objectives as set forth above. Such meetings shall not be for the purpose of settling grievance nor for conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

2.0 RIGHTS OF THE EMPLOYER

2.1 The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the University.

3.0 AID TO OTHER UNIONS

3.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

4.0 RECOGNITION

4.1 Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described in the Bargaining Units Clause of this Agreement.

5.0 BARGAINING UNITS

5.1 The bargaining units referred to in the Recognition Section, Employees Covered provision, of this Agreement include all of the employees in the following units, excluding executive, administrative, academic, students, supervisory, professional, technical and clerical personnel.

Division of Campus Park and Planning
Division of Physical Plant
Division of General University Services
Division of Dormitories and Food Services
College of Veterinary Medicine
College of Agriculture and Natural Resources
Olin Health Center
Department of Intercollegiate Athletics
College of Natural Science

5.2 The bargaining units referred to in the Recognition Section, Employees Covered provision, of this Agreement include only the employees in the following units within the classification specified under each unit.

Department of Public Safety
Safety Equipment Maintainer

College of Engineering
Multilith-Multigraph Operator II

6.0 UNION SECURITY

6.1 Requirements of Union Membership

To the extent allowed by the laws of the State of Michigan, it is agreed that:

6.2 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

6.3 Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the first (1st) day after the thirtieth (30th) day following such effective date, or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

9

6.4 Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the first (1st) day after the thirtieth (30th) day following the beginning of their employment in the unit or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

6.5 An employee who shall tender an initiation fee (if not already a member) and the periodic dues, or a sum equivalent to the initiation fee and periodic dues, uniformly required of all employees in the bargaining units that are represented by the Union, shall be deemed to meet the conditions of this section.

6.6 Employees of the bargaining units that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.

6.7 The Employer shall be notified in writing, by the Union, of any employees in the bargaining units that are represented by the Union who are sixty (60) days in arrears in payments of membership dues, or the sum equivalent.

6.8 The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

7.0 UNION DUES, INITIATION FEES AND SERVICE CHARGES

7.1 Payment by Check-Off or Direct to Union

The Employer will check off initiation fees and monthly dues, or service charges, on the basis of individually signed voluntary check-off authorization cards in forms that have been agreed to by the Employer and the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues, or service charges, by signing the proper authorization for check-off form, or may pay the same directly to the Union. Employees may cancel authorizations for check-off of Union dues or service charges and make such payments directly to the Union; but if they are members of the Union, they must remain members for the duration of the Agreement.

7.2 Employer Responsibility for Deductions

The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges or any other assessments that are not in accordance with the Union Security Clause of the Agreement.

7.3 Delivery of Executed Authorization for Check-Off

A properly executed copy of the form authorizing check-off by an employee for whom initiation fees and monthly membership dues, or service charges, are to be deducted in accordance with the Union Security Clause of the Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for check-off which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to Local 1585 by the Employer.

7.4 When Deductions Begin

Deductions under all properly executed authorizations for check-off shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

7.5 Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by Local 1585.

7.6 Remittance of Deductions to Secretary Treasurer

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council No. 7 as soon as possible after the first pay of that month. The Employer shall furnish the designated financial officer of Council No. 7, monthly, with a list of those for whom the Union has submitted signed forms authorizing check-off, but for whom no deductions have been made.

7.7 Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of a bargaining unit. The Council No. 7 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

7.8 Disputes Concerning Check-Off

Any disputes between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for check-off, shall be reviewed with the employee by a representative of the local union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board and its decision shall be final and binding on the employee, the Union, and the Employer. Until the matter is disposed of, no further deductions shall be made.

7.9 Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

7.10 List of Members Paying Dues or Service Charges Directly

The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service charges directly to the Council No. 7. Thereafter the Union will furnish the Employer a monthly list of any changes.

7.11 Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved, may be decided at the Appeal Board step of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

7.12 The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

8.0 REPRESENTATION

8.1 Number of Representation Districts

The number of representation districts in the unit shall be the agreed upon number, unless the number is increased or decreased by agreement between the Employer and the Union. The Employer and the Union may redistrict the unit from time to time by agreement.

8.2 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement

9.0 STEWARDS AND ALTERNATE STEWARDS

9.1 In each district, employees in the district shall be represented by one District Steward, or during his absence an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified of scheduled overtime periods. During scheduled overtime periods for more than one employee in his district the District Steward or Alternate Steward shall be scheduled to work as long as there is work scheduled in his district that he can perform and shall be so notified and scheduled.

9.2 The District Stewards, during their working hours, without loss of time or pay, shall, in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from his Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the District Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District Stewards leaving their work during working hours without loss of time or pay is subject to the understanding the time or pay is subject to the understanding the time will be devoted to the proper handling of grievances and will not be abused; and District Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Between 5:00 p.m. and 7:00 a.m. two (2) District Stewards or two (2) Alternate Stewards and two (2) executive board members may be excused with pay to attend one (1) regularly scheduled steward, executive board or special executive board meeting not to exceed two (2) hours per month. Any alleged abuse by either party will be a proper subject for a Special Conference.

9.3 A Chief Steward may be designated to investigate and discuss grievances with District Supervisors and/or District Stewards. The Chief Steward may leave his work during working hours without loss of pay based on the understanding that his supervisor has granted him permission to leave his work, that the time will be devoted to the prompt handling of legitimate grievances, and that he will perform his regularly assigned work at all times except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

9.4 The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through its administrative heads of the units keep the Union advised as to its representatives.

10.0 UNION BULLETIN BOARD

10.1 The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:

1. Notices of Union recreational and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.
5. Notices of job openings covered by this contract.

11.0 LIMIT ON USE OF BULLETIN BOARDS

11.1 The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Boards, the President of the Local Union will be advised by the Office of Labor Relations of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

12.0 SENIORITY DEFINED

12.1 Seniority shall be on a unit-wide basis in accordance with the employee's last date of hire unless negotiated locally by occupational groups.

12.2 "Length of continuous service" means uninterrupted employment, but includes layoffs and other periods of absence authorized by and consistent with this Agreement except as limited by the section designated as "Loss of Seniority" Article 15.0 of this Agreement.

13.0 SENIORITY

13.1 Probationary Employees

13.1-1 New employees hired in a unit shall be considered as probationary employees for the first three (3) months of their continuous employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit or occupational group whichever is in effect and shall rank for seniority from the three (3) months prior to the date he completed the probationary period. There shall be no seniority among probationary employees.

13.1-2 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees for other than Union activity.

13.2 Temporary Employees

13.2-1 There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary in any unit covered by this Agreement within this nine (9) months period, he will be entered on the seniority list as of the latest date of hire in the temporary job.

13.2-2 With the exception of the section 13.2-1 above, the Union shall represent temporary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

14.0 SENIORITY LISTS

14.1 Seniority shall not be affected by the race, color, creed, sex, marital status, age or dependents of the employee as long as he is able to perform the available work.

14.2 The seniority lists on the date of this Agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

14.3 The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will, if requested by the Union, post corrected seniority lists every six (6) months.

14.4 Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Employer shall give to Local 1585 two (2)

copies of the names of all Union members covered by the Agreement together with their addresses as they then appear on the records of the Employer.

14.2 The Employer agrees to send to the Local 1585 Office an up dated seniority list every three (3) months. The list shall include name, classification, date of seniority, rate of pay, division in which they work, and department. Said list will be mailed to Local 1585 office once each month in the following months: January, April, July and October.

15.0 LOSS OF SENIORITY

15.1 An employee shall lose his status as an employee and his seniority if:

15.1-1 He resigns or quits.

15.1-2 He is discharged or terminated (unless reversed through the grievance or arbitration procedures).

15.1-3 He retires.

15.1-4 He does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the Personnel Office. An employee who changes address must notify the Employer of the change.

15.1-5 He has been on layoff for a period of time equal to his unit seniority at the time of his layoff or two (2) years, whichever is lesser.

15.1-6 He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

15.2 A grievance involving compliance with this section shall begin at Step IV of the grievance procedure, and may be processed through the grievance and arbitration procedures only by an employee who has lost his status as an employee and his seniority, provided it is submitted in writing at Step IV of the grievance procedure within seventy-two (72) hours after facts have occurred giving rise to his grievance.

16.0 SENIORITY OF STEWARDS

16.1 Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type be continued at work as long as there is a job in their district which they can perform and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform.

17.0 SENIORITY OF OFFICERS

17.1 Notwithstanding their position on the seniority list, the President, Vice-President, Secretary Treasurer, Recording Secretary and Chief Steward of the local Union, shall in the event of a layoff only be continued to work at all times when one or more districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

18.0 SHIFT PREFERENCE

18.1 Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee can do the work.

19.0 GRIEVANCE PROCEDURE

General Conditions

The following time limits shall apply to Step I through Step IV of the grievance procedure unless extended by mutual agreement.

19.1 The grievance must be presented in writing by the District Steward to the District Supervisor of a unit or division within fifteen (15) working days after its alleged occurrence in order to be a proper matter for the grievance procedure.

19.2 Time of Meetings: A meeting to discuss the grievance will be scheduled between the Union and the District Supervisor, the Administrative Head of a unit, division or college or the Employer's representative within five (5) working days of receipt of the written grievance or appeal.

19.3 Time of Answers: A written answer will be given to the Union by the District Supervisor, the Administrative Head or the Employer's representative within five (5) working days from the date of the meeting at which the grievance was discussed.

19.4 Time of Appeal: Any grievance not appealed from an answer at any step of the grievance procedure to the next step of the grievance procedure within five (5) working days from receipt of said answer shall be considered settled on the basis of the last answer and not subject to further review.

19.5 Non-Conformance: If the Employer fails to schedule a meeting or to reply in writing within the prescribed time limits or if the written answer is unacceptable to the Union, the grievance may be appealed to the next higher step of the grievance procedure within five (5) working days after the expiration of the applicable time limits.

20.0 PRESENTING A GRIEVANCE

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

20.1 Step I.

20.1-1 If an employee feels he has a grievance and wishes to enter it into the grievance procedure, he may discuss it with his immediate Supervisor, or with his District Steward who must then discuss it with the employee's immediate Supervisor before the grievance is referred to the District Supervisor. The Chief Steward may be present at any step or steps of the Grievance Procedure as well as an additional representative of the Employer, and if the Employer or the Union request that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion he will be required to do so.

20.1-2 If the matter is thereby not resolved, the District Steward may discuss the grievance with the District Supervisor on his shift. In the absence of a District Supervisor on his shift, the District Steward may refer the grievance to the appropriate day shift District Steward who may discuss the matter with the District Supervisor.

20.2 Step II.

20.2-1 If the grievance is not resolved the District Steward may reduce the grievance to writing and present it to the District Supervisor on his shift. The grievance shall be dated and signed by the aggrieved employee and his District Steward and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the District Supervisor receives the written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged between the District

Steward and the District Supervisor to discuss the grievance. The District Supervisor will then answer the grievance in writing.

20.3 Step III.

20.3-1 If the grievance is not resolved the District Steward may refer the grievance to the Chief Steward who may present it to the Administrative Head of the unit or division indicating the reasons why the written answer of the District Supervisor was unsatisfactory. The grievance shall not be considered submitted until the Administrative Head, or his designated representative, receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged between the Chief Steward, District Steward and the representatives designated by the Employer to discuss the grievance. The Administrative Head, or his designated representative, will then answer the grievance in writing.

20.4 Step IV.

20.4-1 If the Administrative Head's answer is not satisfactory, the grievance may be referred to the local President who may submit his appeal on an agenda to the Employer's designated representative indicating the reasons why the written answer of the Administrative Head was unsatisfactory. A meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within five (5) working days from the date the agenda is received by the Employer, or his designated representatives.

20.4-2 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

20.4-3 The local President or his representative shall be allowed time off his job without loss of pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the local President or his representative to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the local President or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the local President or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

20.5 Step V.

20.5-1 Board of Appeal. If the representatives of the Employer and the Union representatives do not dispose of the matter and the Union believes that the matter should be carried further, it shall then refer the matter to the President of the local Union. The President of the local Union will review the matter, and if he wishes to carry the matter further, he will, within thirty (30) days of the Employer's answer refer the matter to the Appeal Board.

20.5-2 If the President of the local Union refers the matter to the Appeal Board, the President shall prepare a record which shall consist of the original written grievance prepared by the Steward and the written answers to the grievance and such other written records as there may be in connection with the matter, and forward the same to the Employer's designated representative together with a notice that his answer with respect to that grievance is not satisfactory to the Union. The Appeal Board shall be convened for the purpose of reviewing and reaching a final settlement of the grievance, and shall render its disposition on the matter within two (2) weeks

following the initial meeting of the Appeal Board.

20.5-3 The Appeal Board shall consist of two (2) representatives of the Employer and two (2) representatives of the Union.

20.5-4 The Appeal Board shall be convened within five (5) working days of the date the appeal is received by the Employer's designated representative. The Appeal Board shall render its disposition on the matter within two (2) weeks of the date of its initial meeting.

20.6 Step VI.

20.6-1 In the event the members of the Appeal Board are unable to agree upon a final settlement of the grievance, settlement may be determined by decision of the Arbitrator selected by the parties. The local Union President shall within ninety (90) calendar days of the disposition of the Appeal Board notify the Director of Labor Relations or his designated representative in writing that the Union wishes to appeal the grievance to arbitration. In the event they cannot agree upon an Arbitrator within five (5) working days, the Arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an Arbitrator will be paid by the parties equally.

20.6-2 Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union, where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

20.6-3 Finality of Decisions: There shall be no appeal from the Arbitrator's decision. Each such decision shall be final, and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Arbitrator.

21.0 WITHDRAWAL OF CASES

21.1 After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

21.2 A grievance may be withdrawn without prejudice, and, of so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

22.0 COMPUTATION OF BACK WAGES

22.1 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

23.0 DISCHARGE OR DISCIPLINE

23.1 Notice of Discharge or Discipline

The Employer agrees, upon the discharge or discipline of any employee, to notify promptly in writing the Steward in the district of the discharge or discipline and a copy shall be mailed to the local President.

23.2 A discharged or disciplined employee will be allowed to discuss his discharge or discipline

with the Steward of the district, Alternate Steward or designated representative of the Union, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Administrative Head of the unit, or his designated representative, will arrange for a hearing to be held with the discharged or disciplined employee and his Steward.

23.3 Appeal of Discharge or Discipline

Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the local President to the Director of Labor Relations or his designated representative within three (3) regularly scheduled working days of the receipt of notification of the discharge or discipline. The Director of Labor Relations or his designated representative will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the Appeal Board step of the grievance procedure.

23.4 Use of Past Record

In imposing any discipline on a current charge the Employer will not take into account any prior infractions of which the Employer had knowledge, that occurred more than two (2) years previously.

24.0 SPECIAL CONFERENCES

24.1 Special Conferences for important matters will be arranged between the local President and the Employer or its designated representative upon request of either party. Such meeting shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested . Matters taken up in

Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of Council No. 7.

25.0 MEDICAL DISPUTE

25.1 In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a layoff or leave of absence of any kind and the employee is not satisfied with the determination of the Director of the Health Center he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Union, the Director of the Health Center and the employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee.

26.0 TEMPORARY LAYOFFS

26.1 Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff procedure of the Agreement. If such temporary adjustment continues for more than ten (10) working days the Union can request the Management to adjust the working force according to the layoff provision of the Agreement and the Employer will do so within five (5) working days thereafter.

27.0 LAYOFFS

27.1 When there is a decrease in force, the following procedure shall be followed: Probationary employees will be laid off on a unit-wide or occupational group basis, whichever is in effect, provided the seniority employees can do the available work.

27.2 Seniority employees will be laid off according to seniority, provided the greater seniority

employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of layoffs unless he has previously performed the higher-rated job and is able to do the work.

27.3 In proper cases, exceptions may be made. Disposition of these cases may be initiated at Step IV of the grievance procedure.

27.4 Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local Union President and District Steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

28.0 RECALL PROCEDURE

28.1 When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at the time of recall unless he has previously performed the higher-rated job and is able to do the work.

23.2 Seniority of an employee who is reemployed from a seniority list in the same unit or division that he was laid off from shall be restored to its status as of the date he left the service of the Employer.

28.3 Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit.

28.4 Employees who are recalled to work from a layoff must successfully pass a physical examination to be taken at the Health Center before they return to work.

29.0 WORK OPPORTUNITY FOR LAID OFF EMPLOYEES

29.1 The Employer will so far as reasonably practicable in employing new people in any unit give work opportunity campus-wide to employees with seniority of other units who are at the time laid off and are not expected to be returned to work in their unit.

29.2 An employee with seniority who is laid off and given work in another unit will accrue seniority effective as of the date of entry into the new unit.

29.3 He shall retain seniority in his former unit until his accrued seniority in his new unit equals the seniority he had in his former unit, at which time all of his seniority in his former unit shall be cancelled.

30.0 ABSENCES

30.1 An employee is expected not to absent himself from work for any reason other than personal illness without making prior arrangements with his Supervisor. Unless such prior arrangements are made, an employee, who, for any reason, fails to report for work must make a sincere effort to immediately notify his Supervisor of his reason for being absent. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged with his supervisor. In proper cases exceptions will be made.

31.0 HOLIDAY PROVISIONS

31.1 The paid holidays are designated as: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, December 24, 1973, December 31, 1973, December 24, 1974 and December 31, 1974.

31.2 Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an additional day off with pay, the time to be arranged with his Supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas and the day before or after New Year's which shall be considered separately each year.

31.3 If an employee is absent on the working day immediately preceding or immediately following the holiday he will not be paid for the holiday unless his absence is excused. However, if an employee is laid off for the period between the end of fall term and the beginning of winter term because of lack of work, he will receive the same holiday pay given to the rest of the employees.

31.4 If an employee terminates his employment he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

31.5 Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

32.0 VACATIONS

32.1 Vacations with pay are based on an employee's length of continuous employment as shown in the following plan:

Length of Service	*Vacation Allowance*
Completion of 6 months	6 working days
7th month through 60th month	6 working days each 6 months
61st month through 120th month	8 1/2 working days each 6 months
121st month maximum accrual	11 working days each 6 months.

32.2 An employee's vacation pay will be based on his regular, normal workweek.

32.3 If a holiday (those described in the Holidays Provision Article 31.0 of this Agreement) falls within an employee's vacation, he will be given an extra day, the time to be arranged with his Supervisor.

32.4 An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowance.

32.5 A regular full-time employee in the Dormitories and Food Services who works only during the school year (normally from September through June) is allowed twelve (12) days vacation for each school year worked. After sixty (60) months of service on a regular full-time basis an employee is entitled to seventeen (17) days vacation each year and after one hundred twenty (120) months is entitled to twenty-two (22) days vacation each year. Years of service must be consecutive and an employee will be given credit only for time actually worked in meeting the requirements of the progressive vacation plan.

32.6 An employee may take his vacation at any time in the course of the year as long as it confirms with the requirements of his individual department. It is never permissible to postpone a vacation from one year to another; however, an employee may forego his first week's vacation at the end of his six months continuous full-time employment period so that he may have two week's vacation at the end of one year's service. A vacation should not be taken for less than one week at a time, but it is permissible for an employee to vary his schedule if it is approved by his Supervisor. An employee should consult with his Supervisor at an appropriate time each year concerning his vacation allowance and the time he wishes it to be scheduled. In the event of illness in the immediate family, an employee may use accrued vacation time subject to other provisions of this Article.

32.7 If an employee stops working for the Employer after his six months continuous full-time employment period, he will receive vacation pay according to the above plan. It is necessary, however, that the employee leave in good standing and give satisfactory notice of his intent to leave.

32.8 Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed.

32.9 In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his choice of vacation time.

33.0 PERSONAL LEAVE DAY

33.1 Two (2) personal leave days (16 hours), with pay, shall be granted annually to each full-time continuous employee on the employment rolls as of July 1, for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. This time can also be used for time off when an employee is notified of an emergency situation involving a member of the employee's family. Each full-time, continuous employee who is employed after the beginning of the fiscal year shall be credited with two (2) personal leave days or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0

33.2 The personal leave days or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours.

33.3 The personal leave day, or any fraction thereof, shall not be utilized during a vacation, sick leave or during any other leave of absence.

33.4 No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

33.5 The employee shall obtain the approval of his supervisor prior to being absent for all, or any part, of the two (2) personal leave days. In proper cases exceptions may be made.

34.0 SICK LEAVE

34.1 Every continuous full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred thirty (130) working days.

34.2 Sick leave shall be available for use by employees for the following purposes:

34.2-1 Acute personal illness or incapacity over which the employee has no reasonable control.

34.2-2 Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

34.2-3 Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

32.2-4 Illness or disability associated with pregnancy when a physician indicates that the employee is unable to perform all of the duties of her job.

34.3 All employees shall accumulate sick leave from the date they are hired.

34.4 A regular full-time employee with ninety (90) days of continuous service who suffers

injury compensable under the Workmen's Compensation Act shall continue to receive his regular rate for time lost during the first seven (7) days not covered by the Workmen's Compensation Act, provided he follows the instructions of the University Health Director, and provided he returns to work not later than the time recommended by the University Health Director. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

34.5 Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

34.6 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

34.7 Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

34.8 An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

34.9 An employee who transfers from one unit to another shall transfer with him any unused sick leave.

34.10 Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed.

34.11 Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his disability. He may, with reference to the needs of his district, require prompt notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee so that he can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their supervisor in accordance with the Absence Clause of the Agreement (Article 30.0).

34.12 All payment for sick leave shall be made at the employee's current rates of pay.

35.0 FUNERAL LEAVE

35.1 If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay, from the day of death until the day after the funeral, including both the day of the death and the day after the funeral. Employees will be paid for the number of scheduled working days excused up to a maximum of three (3) days.

35.2 Definition of Employee's Immediate Family: The employee's immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half brother and half sister.

35.3 In the case of death of the employee's uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the day of the funeral, to attend the funeral.

35.4 Permission will be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, without loss of pay, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

36.0 JURY DUTY

36.1 An employee with six (6) months of continuous, regular, full-time employment who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his regular pay. An employee is expected to report for regular University duty when temporarily excused from attendance at Court.

37.0 PERSONAL LEAVE

37.1 Leaves of absences without pay up to three (3) months may be granted upon request of the employee in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absences for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

37.2 The employee who is on personal leave, without pay will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Staff Benefits Division about maintaining the employee group life insurance and hospitalization and surgical insurance during this period. All leaves of absences must be approved by the administrative head and cleared through the Personnel Office.

38.0 LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

38.1 When a leave of absence without pay is granted due to illness or disability which requires the services of a Physician, then the employee must procure and have available for the Olin Health Center a Physician's transcript relative to the case before the employee reports to the Olin Health Center for the required physical examination. Absences of this kind can be extended to a maximum of two (2) years. Upon request, with proper medical evidence, exceptions may be made.

38.2 The employee who is on leave for illness or disability, without pay, will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Staff Benefits Division about maintaining the employee group life insurance and hospitalization and surgical insurance during this period. All leaves of absences must be approved by the administrative head and cleared through the Personnel Office.

38.3 An employee who fails to notify the Employer within thirty (30) calendar days of the expiration of a leave of absence in excess of one (1) years duration, will be given written notice within twenty-one (21) calendar days prior to the expiration of said leave.

39.0 MILITARY LEAVE

39.1 Extended Service

Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and nonrecurrent period. In order to be

eligible to return to active employment, an employee returning from military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

39.2 Short Tours of Duty

Regular, full-time employees who belong to the National Guard, United States Reserve Corps, or other Federal or State military organizations, will be allowed the normal fifteen (15) calendar days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) calendar days leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation he will receive full pay.

40.0 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

40.1 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

40.2 An employee who fails to notify the Employer within thirty (30) calendar days of the expiration of a leave of absence in excess of one (1) years duration, will be given written notice within twenty-one (21) calendar days prior to the expiration of said leave.

41.0 LEAVE FOR UNION BUSINESS

41.1 Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leave of absence without pay for periods

not to exceed two (2) years or the term of office, whichever may be shorter.

41.2 If the member's position or work for which these leaves were granted is terminated for any reason, the Union shall within ten (10) calendar days notify the Employer in writing of the termination date. The member shall within the same ten (10) calendar day period advise the Employer in writing of his intent to return to the University and shall return to work within thirty (30) calendar days of the termination date or forfeit all rights of employment with the Employer.

41.3 Upon their return they shall be reemployed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination at the Health Center before returning to work.

42.0 UNION EDUCATION LEAVE

42.1 Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend education classes conducted by the Union. The number will not exceed fifteen (15) employees and the number of working days will not exceed twenty-five (25) working days in any one (1) calendar year. The Union agrees to give the Employer as much advance notice as possible concerning such leaves of absence.

43.0 GENERAL CONDITIONS

43.1 During a leave of absence, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement.

43.2 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions.

43.3 The employees must check with the Staff Benefits Division about maintaining the employee group life insurance and hospitalization and

surgical insurance during leave of absence subject to and consistent with these plans. All leaves of absence must be approved by the administrative head of the unit and cleared through the Personnel Office.

43.4 Return to Active Employment

43.4-1 The Employer at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning him to active employment.

43.4-2 An employee returning from a leave of absence will be placed in his former classification unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

44.0 PROMOTIONS

44.1 See Supplemental Letter of Agreement pertaining to Promotions.

44.2 Job vacancies above Grade Level II will be posted for a period of seven (7) calendar days in a conspicuous place in the work areas of the unit with a copy mailed to the Union Office on the first day of posting. Jobs shall be filled within ninety (90) days of the posting or reposted.

44.3 Such notice shall remain posted for seven (7) calendar days before the job is filled. Temporary transfers may be used, if necessary, during the posting period.

44.4 The Employer will not be obligated to consider a request for promotion from an employee who has not submitted his request for promotion to the Employer on or before the seventh (7th) calendar day the job is posted.

44.5 If it should become necessary in making a promotion to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward of the district and the Local 1585 office.

44.6 The employee who is promoted shall be granted a trial period of 20 days of work to determine:

44.6-1 His ability to perform on the job.

44.6-2 His desire to remain on the job.

44.7 During the said trial period, the employee shall have the opportunity to revert to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter then may become a proper subject for the grievance procedure.

44.8 During the trial period, employees will receive the rate of the job they are performing.

Effective July 1, 1974 see Supplemental Letter of Agreement pertaining to Promotions.

44.9 An employee who bids on an open job that is posted under this section designated as Promotions, and is subsequently promoted, shall remain assigned to it for three (3) months following the said trial period before becoming eligible to bid on another posted open job within the same unit in an occupational group other than the one in which the employee is currently working.

44.10 If an employee is temporarily (i.e., on a day-to-day basis and for less than five (5) days) assigned to a job with a higher maximum rate, and he is capable of doing the job, he shall receive an increase of ten cents per hour, or the starting rate, whichever is greater, but in no event shall he be paid more than the maximum rate of the job to which he is assigned. If the temporary assignment in a higher classification is for three (3) hours or more, the employee will receive the increase in pay for eight (8) hours.

4i

45.0 TRANSFERS

45.1 Transfer of Employees: If an employee with seniority is transferred from one seniority unit to another seniority unit as described in Article 5.0, Bargaining Units, he will be given seniority in the new unit equivalent to that which he had accrued in the former unit and all of his seniority in his former unit shall be cancelled.

45.2 If an employee is transferred to a position under the Employer not included in Local 1585, and is thereafter transferred again to a position within Local 1585, he shall not have accumulated seniority while working in the position to which he was transferred. This shall not be applied to employees who were transferred to a position under the Employer not included in Local 1585 before July 1, 1971.

45.3 Employees transferring under the above circumstances, TRANSFERS 45.1 and 45.2, shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

45.4 If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

45.5 The Employer agrees that in any movement of work not covered above in TRANSFERS 45.1, 45.2, and 45.4, he will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

46.0 CLASSIFICATION AND JOB DESCRIPTIONS

46.1 Employer shall commence by January 1, 1974, and reasonably complete by May 1, 1974 a review and proposed revision of all job descriptions and classifications so that they reflect current and reasonably anticipated job work requirements. In said review and proposed revision the Union shall have reasonable opportunity during said study to review said proposed descriptions and

classifications and to make suggestions and proposals concerning them. Said proposed descriptions and classifications shall then become part of the bargaining process prior to implementation.

46.2 This provision shall not foreclose bargaining of proposals of either party concerning job descriptions and classifications during the 1973 negotiations.

47.0 BAKER (BRODY)

47.1 There is hereby created a new position, designated Baker (Brody), at grade classification XIV.

47.2 An employee who enters said position from other University employment shall enter at their existing wage rate. An employee who enters said position from outside the University shall enter at minimum of grade level XIV.

47.3 Said employee shall be granted a ninety (90) day trial period to determine:

47.3-1 His ability to perform the job.

47.3-2 His desire to remain on the job.

47.4 During the three month trial period, the employee shall have the opportunity to revert to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter then may become a proper subject for the grievance procedure.

47.5 If said employee voluntarily entered said position, then upon completion of a successful said trial period, he shall forthwith be paid the maximum rate for grade XIV.

47.6 If said employee was assigned or caused to be transferred to said position from a higher pay rate than grade XIV maximum, said employee's payrate shall be red circled and his classification

shall be retained for whatever future benefits he may derive therefrom.

48.0 WAGE RATE INCREASE PLAN

48.1 Effective July 1, 1973, the minimum and maximums of grades II through grade XXIII will be increased six and one-half (6.5) percent respectively rounded to the nearest whole cent and each employee will receive six and one-half (6.5) percent respectively rounded to the nearest whole cent based on their hourly wage rate. The Special Grade at Kellogg Center will receive a ten (10) cent per hour wage rate increase.

48.2 Effective July 1, 1974, the job rate for grade II through grade XXIII will be increased six (6.0) percent respectively rounded to the nearest whole cent based on their hourly wage rate. The Special grade at Kellogg Center will receive a ten (10) cent per hour wage rate increase.

48.3 Retroactivity of pay rates specified in Section 48.1 above shall be applicable only to those employees who are on the payroll as of the date of ratification of this contract.

48.4 Effective July 1, 1974, all employees in Local 1585 bargaining units will be paid the starting rate for the first ninety (90) calendar days of employment. Upon completion of ninety (90) calendar days of employment the employee will be paid the job rate according to Appendix II of this Agreement.

48.5 If an employee is promoted to a classification with a higher grade level, he shall receive the starting rate for the new classification or his former job rate whichever is greater for the first ninety (90) calendar days of promotion.

48.6 The starting rate will be five (5) percent less than the job rate for pay grades Special through XIV. The starting rate will be ten (10) percent less than the job rate for pay grades XV through XXIII.

49.0 MERIT INCREASE

49.1 The Employer will consider merit increases within a fiscal year to employees covered by the Agreement provided funds are available, and provided the employee merits an increase. When answering any grievances filed protesting the Employer's failure to grant an employee a merit increase, the answer will set forth in clear and accurate detail the facts taken into consideration in denying the merit increase. Grievances concerning merit increases will not be appealed beyond the Appeal Board step of the grievance procedure.

50.0 RED CIRCLE RATES

50.1 All regular full-time employees currently receiving "Red Circle Rates," i.e., rates in excess of the maximum rate for a specific classification within a certain grade level will continue to receive general increases as provided for in the Agreement.

50.2 The above provision (50.1) will not be applicable to other employees in the same classification, or to employees who may replace employees currently receiving "Red Circle Rates".

51.0 WORKING HOURS

51.1 Shift Differential

Employees who work on the second or third shift shall receive, in addition to their regular pay, ten (10) cents per hour and twenty (20) cents per hour, respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

51.2 Shift Hours

The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

51.3 Rest Periods

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

51.4 Wash-Up Time

Employees will be given the necessary time prior to punching out, to wash up and change uniforms if used.

51.5 Call-In Pay

An employee reporting for emergency duty at the Employer's request for work which he had not been notified of in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time and one-half. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his regular straight time rate.

51.6 Time-and-one-half*

The following provisions apply to all areas of work in the bargaining units except those specifically covered by the original Letters of Agreement, the contents of which are now contained in this Agreement.

*Subject to supplemental agreement as additional units are recognized.

51.6-1 Time-and-one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.

51.6-2 Time-and-one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.

51.6-3 Time-and-one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

51.7 For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday for which he receives holiday pay will be counted as a day worked.

51.8 Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

52.0 TIME-AND-ONE-HALF IN SEVEN-DAY OPERATIONS AND IN OTHER SPECIFIC AREAS OF WORK

52.1 The following provisions apply to seven-day operations and other specific areas of work within the work groups designated.

52.2 Time-and-one-half the regular straight time rate will be paid to employees assigned to seven-day operations who work over forty (40) hours in a work week. It is further agreed that the above provision applies to the following classifications and work groups within the Physical Plant: Automotive Services, Custodian O, and Custodian S.

52.3 Time-and-one-half the regular straight time rate will be paid to all employees classified in the bargaining unit in the Department of Intercollegiate Athletics who work over forty (40) hours in a work week.

52.4 Time-and-one-half the regular straight time rate will be paid to employees classified in the bargaining unit of Olin Health Center for the hours worked over eight (8) in any work day, and in excess of eighty (80) hours in any pay period of two (2) calendar weeks.

53.0 TIME-AND-ONE-HALF IN COLLEGE OF VETERINARY MEDICINE

53.1 Time-and-one-half the regular straight time rate will be paid to employees assigned to the animal care operations in the College of Veterinary Medicine who work over eight (8) hours in any work day or over forty (40) hours in any work week.

54.0 EQUALIZATION OF OVERTIME HOURS

54.1 Overtime hours shall be divided as equally as practicable among employees in the same classifications in their district. An up-to-date list showing overtime hours will be posted in a prominent place in each district before the 15th of each month.

54.2 Whenever overtime is required, the person with the least number of overtime hours in that classification within their district will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work.

54.3 For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period (2 hour minimum).

54.4 On July 1 each year, the amount of overtime hours credited to each employee will be reduced equal to the amount of overtime hours credited to the employee at the bottom of the overtime list and only the excess overtime hours for each employee shall be carried forward.

54.5 Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he was reclassified.

54.6 When an employee terminates his term as Steward, his overtime hours shall be disregarded and he shall assume the highest number of hours in his classification in his district, unless he is currently charged with less than the maximum hours.

55.0 LONGEVITY PAY

55.1 All regular full-time employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

55.2 LONGEVITY YEAR The longevity year is defined as the twelve month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).

55.3 Longevity pay shall be computed as a percentage of the employees regular annual base wage. Base wage shall be that wage which an employee is being paid on the first regularly scheduled pay period of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employees hourly rate times 2080 hours as of the first pay period in the calendar year. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his return. Base wage shall not include overtime or premium pay.

55.4 INITIAL ELIGIBILITY The last date of hire as a full-time employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six years of full-time continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active full-time employment for at least 39 calendar weeks (273 calendar days) for six consecutive years. Periods of active full-time employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.

55.5 CONTINUING ELIGIBILITY After establishing initial eligibility, employees must be actively employed full-time for 39 calendar weeks (273 calendar days) during the longevity year to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

55.6 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employee's regular wage which is in excess of $6500.

55.7 Longevity Pay Schedule

Continuous Service	*Annual Longevity Pay*
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage

Continuous Service	*Annual Longevity Pay*
26 or more years	8% of annual wage

56.0 HOSPITALIZATION - MEDICAL COVERAGE

56.1 Regular, full-time probationary employees may enroll for hospitalization-medical coverage within sixty (60) days of their employment date or thereafter during the annual signup period. The employee may enroll only in basic Comprehensive Hospitalization, semi-private, with MVF-1 and ML rider and Master Medical Option IV and First Aide Emergency (FAE) rider that is now being offered to the employees by the Michigan Blue Cross and Blue Shield. Employees will pay the full amount of the premium for hospitalization-medical coverage they have selected during their first ninety (90) days of continuous, regular, full-time employment, then the Employer will contribute toward the monthly premium cost of their coverage as provided.

56.2 Beginning July 1, 1973, for a regular, full-time employee who has single subscriber coverage, the Employer shall pay the full amount of the single subscriber rate toward the total monthly premium cost of said hospitalization - medical coverage.

56.3 Beginning July 1, 1973, for a regular, full-time employee who has two party or more than two party coverage, the Employer shall pay ninety (90) percent and the employee shall pay ten (10) percent of the total monthly premium cost of said hospitalization-medical coverage. The Employer shall pay one hundred (100) percent of any increased monthly premium cost that may become effective on July 1, 1973, or thereafter until June 30, 1974.

56.4 Beginning July 1, 1974, for a regular, full-time employee who has two party or more than two party coverage, the Employer shall pay ninety-five (95) percent and the employee shall pay five (5) percent of the total monthly premium cost of said hospitalization-medical coverage.

56.5 The Employer shall in conjunction with representatives of Blue-Cross and Blue-Shield conduct a series of two (2) hour informational and training sessions for each employee who is presently enrolled in the Blue-Cross and Blue-Shield hospitalization-medical coverage plans. Such sessions shall be conducted during September, October or November 1973 for the purpose of informing the employee of the coverage provided by the hospitalization-medical plans and the requirements for submission for rebates under such plans.

57.0 DISABILITY PLANS

I Long-Term Disability Plan

57.1 A University-paid Long-Term Disability Plan will be granted to all permanent full-time employees with at least three (3) years of continuous service.

57.2 The LTD Program provides after a six (6) month disability waiting period for a continuation of the monthly wage equal to 60 percent of the first $1,000 of monthly income plus 40 percent of any income in excess of $1,000 including any benefits from Social Security or Workmen's Compensation programs.

57.3 The LTD Program additionally pays the employee's normal contribution and the University contribution to the TIAA-CREF Retirement Program

57.4 Benefits are payable under this program to age 65 at which time the employee begins to receive his retirement annuity. The LTD Program includes a 3 percent cost of living rider and a $50 per month minimum benefit.

57.5 At the employee's expense he may continue to participate in the University group life and hospitalization programs.

57.6 For additional information, contact Staff Benefits Division.

II Extended Disability Plan

57.7 Eligibility

Regular employees with at least five years of continuous full-time employment are eligible for extended disability leave.

57.8 Usage

In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six months. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee.

57.9 The total aggregate of all paid leaves, when used for total disability, is not to exceed six months from the date of disability and will specifically end when the Long Term Disability Program normally would begin.

58.0 GROUP LIFE INSURANCE

58.1 All regular, full-time employees who secure employment before their 53rd birthday are eligible to participate in the group life insurance plan, which becomes effective three (3) months from the date of employment. The choice to participate or not to participate in the group life insurance plan should be made within 60 days of employment. However, once the choice not to participate is made, the employee forfeits the right to participate at a later time without providing evidence of insurability. Schedule A is the basic program for all eligible employees. Schedule B is an optional alternate with double the amount of insurance.

58.2 Coverage

	SCHEDULE A		SCHEDULE B	
Age	Amount	Monthly Premium	Amount	Monthly Premium
To 45	$16,000*	$3.00	$32,000*	$6.50
45 - 65	$12,000*	$3.00	$24,000*	$6.50
65 - for life	$ 1,500	-0-	$ 2,500	-0-

*The amounts indicated above are doubled automaticall. in the event of accidental death.

58.3 New employees may elect either Schedule A or Schedule B at the time of enrollment. Employees desiring to transfer at a later date from Schedule A to Schedule B must provide evidence of insurability and may not increase to Schedule B after their 53rd birthday. Premiums are paid by the employee through payroll deduction.

58.4 Complete information concerning the group life insurance plan is contained in a booklet which may be obtained from the Staff Benefits Division.

59.0 DEATH BENEFIT INSURANCE

59.1 Effective July 1, 1973, the Employer will provide, at no employee cost, a fully paid life insurance program to all regular full-time employees with five or more years of continuous service.

59.2 This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including leaves of absence of 180 days or less) equal to one times the annual wage (i.e. basic hourly rate times 2080).

59.3 The employee may designate a beneficiary if desired; if none is designated the life insurance benefit payment will be made to the beneficiary under the Group Life Program if enrolled; otherwise payment will be made in a lump sum to the estate.

60.0 RETIREMENT BENEFITS

I Retirement Program

60.1 Effective January 1, 1973, the UNCRP in its present form will cease to exist and will be replaced by a TIAA-CREF Annuity Program for all permanent full-time 1585 employees.

60.2 Contribution amounts and eligibility requirements of the TIAA-CREF program effective January 1, 1973, will be as follows:

60.2-1 The program will be *offered* to all permanent full-time employees with at least 3 years of service.

60.2-2 The program will be *required*, as a condition of employment, for those who have attained age 35 and 3 years of service.

60.2-3 Those employees who are 55 years of age or over on January 1, 1973, may elect to remain subject to the improved UNCRP formula (See Section 60.3-1 below).

60.2-4 The contribution levels for the employee and the University will operate on the following schedule:

On 1/1/73 - 3% employee/ 6% MSU
On 7/1/75 - 4% employee/ 8% MSU
On 7/1/77 - 5% employee/10% MSU

60.3 While the UNCRP will in effect no longer exist, an individual employee will receive *no less* than what an *improved* UNCRP formula would have given him upon retirement.

60.3-1 The UNCRP formula will be improved to: 2% for each year of service multiplied by the top highest 3 year average earnings, with a $3,600 ceiling.

60.3-2 This formula (Section 60.3-1 above) will be applied for each employee at his retirement and will become the *minimum* that the employee will receive.

60.3-3 The employee and the University contributions to TIAA-CREF will purchase an annuity with the dollar value based on the entry date, earnings and years of participation coupled with the interest and experience of TIAA and/or CREF.

60.3-4 The employee will receive the larger of the improved formula (Section 60.3-1 above) or a TIAA-CREF annuity (Section 60.3-3 above) upon retirement and will receive payment direct from TIAA-CREF.

60.3-5 For those employees age 55 or over who do not elect to participate, their retirement will be figured solely on the improved formula (Section 60.3-1 above).

60.3-6 Employees who "retire" (terminate) without meeting the minimum provisions for vesting under the old UNCRP plan (i.e. 62 years of age with 15 years of service or 25 years of service and subject to normal actuarial reductions, if any) will receive a retirement pension solely from the contributions made to the individual TIAA-CREF annuity.

60.4 It is further understood:

60.4-1 That the improved formula, contribution levels and method of benefit computation in addition to other provisions contained herein extend through June 30, 1978.

60.5 Complete details concerning the provisions of the University's TIAA-CREF Retirement Annuity Plan are outlined in a brochure which may be obtained from the Office of Personnel or the Staff Benefits Division.

II University Retirement

60.6 Mandatory Employment Age

Termination or retirement shall be compulsory on the first day of the month following the attainment of age 68.

60.7 University Retirement Defined

University retirement shall be defined as 1) attainment of age 62 with 15 years of continuous employment, or 2) at any age with 25 years of continuous employment.

University retirement allows an employee to continue participation in the University group life insurance and hospitalization plans. For additional information on retirement benefits, the employee should contact the Staff Benefits Division.

60.8 An employee who retires prior to 65 years of age must make advance arrangements with the Staff Benefits Division for the payment of the premiums for any insurance in which they are eligible to continue to participate.

60.9 An employee who retires under the definition in 60.7 shall be paid for fifty (50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

60.10 An employee who does not meet the definition of University Retirement in 60.7 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in 60.7 but has at least ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

60.11 Prorated longevity payments shall be made to those employees who meet the minimum qualifications for retirement (See Section 60.7). This also applies to those employees not under the retirement plan but who are 65 years of age at the time of their separation. Such pro-rated payments, as indicated above, shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first, to the date of retirement or separation, and shall be made as soon as practicable thereafter.

61.0 ASSIGNMENT OF DORMITORIES AND FOOD SERVICES AND PHYSICAL PLANT EMPLOYEES

61.1 Employees in the Dormitories and Food Services may be assigned to other tasks between terms and during summer months without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classifications.

61.2 Employees in the Physical Plant may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification.

61.3 It is understood that the above provisions (61.1) and (61.2) regarding Dormitories and Food Services employees, and Physical Plant employees, do not guarantee twelve months' employment each year to any employee but are merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

62.0 ASSIGNMENT OF COLLEGE OF AGRICULTURE AND NATURAL RESOURCES EMPLOYEES

62.1 Time-and-one-half the regular straight time rate will be paid to all employees in the bargaining unit who work over eighty (80) hours in any pay period of two (2) calendar weeks in the College of Agriculture and Natural Resources.

62.2 Employees in the College of Agriculture and Natural Resources may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification. It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

62.3 The Employer will provide jobs for students to the end that impecnuous youngsters may secure an education. Many students are employed in order to receive practical training as part of their education. Therefore, the Employer's current policy with respect to the employment and assignment of students in the College of Agriculture and Natural Resources will be continued.

62.4 The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture and Natural Resources will be continued and foremen and supervisory employees in the College of Agriculture and Natural Resources may spend up to thirty (30) percent of their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.

62.5 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture and Natural Resources may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

62.6 The Employer's current policy with respect to the employment and assignment of personnel to the cooperative training program in the Creamery of the College of Agriculture and Natural Resources will be continued.

63.0 SUPERVISION WORKING

63.1 It is the policy of the Employer that supervisory employees shall not perform work in any job classification of a bargaining unit.

63.2 It is understood that supervisory employees are required to perform manual tasks other than bargaining unit work. In addition, supervisory employees may be required to perform work within specific job classifications in circumstances such as emergency situations when regular employees are not immediately available, when operational difficulties are encountered, in the testing of materials and in the instruction or training of employees including demonstrating the proper methods of accomplishing the task assigned. These situations shall not be construed as a violation of the above stated policy.

64.0 STUDENT LABOR

64.1 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. It is the intent of the Employer to use student employees to supplement the regular work force and not replace it.

65.0 SAFETY COMMITTEE

65.1 A Safety Committee of not more than ten (10) employees and the Employer's representatives shall be established. The Union will furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet at least once a month during regular working hours for a period not to exceed two (2) hours for the purpose of making recommendations to the Employer. If the Safety Committee feels that an investigation should be made concerning a particular safety practice or rule then one

Union member of the Safety Committee and a representative of the Employer of the Safety Committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

66.0 AGREEMENT COPIES

66.1 At least three (3) official (proof) copies of the contract shall be signed by appropriate representatives of the Employer and Union and shall be distributed among Employer, Union and printer.

66.2 Employer at Employer's expense shall provide Union with 1,500 "small-book" copies of the contract including current changes within ninety (90) days of ratification and final proof reading by Union.

67.0 SUPPLEMENTAL AGREEMENTS

67.1 All supplemental agreements shall be subject to the approval of the Employer and Local 1585.

68.0 CONTRACT DOCUMENTS

68.1 The provisions herein contained constitute the entire Agreement between the parties.

68.2 This Agreement reached between Michigan State University and local Union 1585 affiliated with Michigan Council No. 7, AFSCME, AFL-CIO shall be conditioned upon no alteration thereof by the Federal Wage Board or other wage - price agency. If any such alterations be imposed, then those subjects of bargaining which arose in the process of negotiating this contract may be reopened by either party.

69.0 RATIFICATION

69.1 The Union agrees to submit this Agreement to the employees of the bargaining units covered by this Agreement for ratification by them on or before July 22, 1973 and the local Union will recommend to the employees that it be ratified.

70.0 TERMINATION AND MODIFICATION

70.1 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m. June 30, 1975, and from year to year thereafter unless notice of termination or modification is given as provided in Sections 70.2, 70.3, and 70.4 below.

70.2 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

70.3 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

70.4 Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the Local 1585 President and if to the Employer, addressed to Director of Labor Relations, or to any such address as the Union or the Employer may make available to each other.

71.0 EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1973.

IN WITNESS WHEREOF THE PARTIES

HAVE SET THEIR HANDS:

Date Signed September 20, 1973

MICHIGAN STATE UNIVERSITY

LOCAL UNION NO. 1585

affiliated with

MICHIGAN COUNCIL NO. 7

AFSCME, AFL-CIO

Arthur Kieselbach

Lawrence R. Smith

Terrance Kelman

EMPLOYER

William J. Neff

C. Keith Groty

63

APPENDIX I

CLASSIFICATION AND GRADE SCHEDULE
LOCAL 1585 AFSCME

Classification	Grade
Agriculture Supervisor	XIX
Agriculture Technician	XVIII
Animal Caretaker I	IX
Animal Caretaker II	XIV
Animal Caretaker-Repair (VM)	XV
Animal Caretaker, Head (VM)	XVII
Baker I	IV
Baker II	XI
Baker III	XVI
Baker IV	XVIII
Baker (Brody)	XIV
Baker (KC)	VII
Baker, Senior (KC)	XV
Basket Room Attendant	II
Beef Cattle Fitter	XVI
Bindery Worker I	III
Bindery Worker II	V
Bindery Worker III	IX
Bookstore Clerk II	II
Bookstore Clerk III	III
Bowling Alley Mechanic	XV
Building Sanitation Worker II	VI
Building Sanitation Worker III	VIII
Building Security Worker I	IX
Building Security Worker II	XII
Building Service Leader	III
Building Services Supervisor (KC)	XV
Building Service Worker	II
Bus Driver	XII
Cafeteria Supervisor (KC)	VII
Cheesemaker	XVI
Chemical Laboratory Coordinator	XVIII
Cook I	IV
Cook II	XI
Cook III	XVI
Cook IV	XVIII
Custodian I	II
Custodian III	VIII
Custodian IV	X
Custodian O	XIV
Custodian S	XIV

Classification	Grade
Custodian Head C	XII
Custodian Head A	XV
Cyclotron Maintenance Clerk	XV
Cyclotron Maintenance Clerk, Sr.	XVI
Cyclotron Mechanical Technician	XV
Cyclotron Mechanical Technician, Sr.	XVII
Cyclotron Scientific Assistant	XV
Dairy Technician	XVIII
Drapery Maker II	V
Drapery Maker III	X
Equipment Maintenance	XIX
Equipment Maintenance (Laundry)	XIX
Equipment Maintenance (Married Housing)	XIX
Equipment Room Assistant Manager	XIV
Equipment Room Manager	XIX
Experimental Animal Caretaker-Mechanic (VM)	XV
Food Processing Center Coordinator	V
Food Processing Center Helper	IV
Food Service Mechanic	XXII
Food Service Worker I (KC)	*Spec.
Food Service Worker III	II
Food Service Worker IV	V
Food Stores Stockroom Supervisor	XVI
Food Stores Storeroom Supervisor	XVIII
Gardener I	X
Gardener II	XV
Gardener, Senior (Grounds)	XVI
General Helper II	II
General Stores Handler	XIII
General Stores Handler (Salvage Yard)	XIII
Germ Free Laboratory Aide	VI
Germ Free Laboratory Assistant	XIV
Greenhouse Technician	XIV
Groundskeeper I	X
Groundskeeper II	XVI
Grounds Mechanic I	XV
Grounds Mechanic II	XIX
Grounds Utility Worker I	XV
Grounds Utility Worker II	XVI
Group Leader	XVI
Group Leader (D & F)	XV
Group Leader, Grounds & Site Construction	XX
Growth Chamber Technician	XVIII
Gym Store Assistant Manager	X
Gym Store Manager	XIV
Herder	XVI

Classification	Grade
Herder, Assistant	VI
Ice Arena Maintenance Mechanic	XVII
Intramural Supply Assistant, Supervisor	XIII
Kitchen Sanitation Technician II	VI
Kitchen Sanitation Technician III	VIII
Labor I	IX
Labor II	XII
Labor I (Ag)	IX
Labor II (Ag)	XII
Laboratory Aide	VI
Laboratory Aide, Senior	VIII
Laboratory Aide, Principal	IX
Laboratory Assistant	II
Laboratory Assistant, Senior	III
Laboratory Assistant, Principal	IV
Laboratory Attendant, Head	XIV
Laboratory Helper	II
Laboratory Technician	XII
Laundry Control Checker	IV
Laundry Worker I	VI
Laundry Worker II	XI
Lodal and Huge Haul Operator	XVI
Maintenance I	XII
Maintenance II	XVI
Maintenance III	XIX
Maintenance-Animal Caretaker (VM)	XVII
Maintenance-Beef Cattle, Supervisor	XIX
Maintenance Repair Mechanic I	XVI
Maintenance Repair Mechanic II	XIX
Maintenance-Swine Supervisor	XIX
Maintenance Clerk	XV
Maintenance Technician	XXIII
Materials Handler I	XIII
Materials Handler II	XIV
Materials Handler III	XV
Materials Handler Leader	XVIII
Meat Cutter	XV
Meat Cutter, Advanced	XVII
Meat Room Assistant, Supervisor	XVIII
Multilith-Multigraph Operator I	XII
Multilith-Multigraph Operator II	XV
Natural Science Lab Coordinator	XVIII
Physiology Technician	XVI
Produce Manager	XXI
Range Cook (KC)	VII
Receiving and Shipping Clerk	XIII

Classification	Grade
Refrigeration Engineer	XXI
Research Aide	X
Research Animal Technician, Jr.	XV
Research Animal Technician, Sr.	XVIII
Safety Equipment Maintainer	XIX
Safety Equipment Maintainer-Fire Extinguish.	XIX
Safety Equipment Maintainer-General	XIX
Safety Equipment Maintainer-Parking Meters	XIX
Safety Equipment Maintainer-Radiation	XIX
Salvage Yard Supervisor	XXII
Senior Cook (KC)	XVIII
Service Leader (D & F)	III
Service Worker (CH)	X
Set Up Worker	XVI
Snackshop Supervisor	VII
Special Equipment Operator I	XVI
Special Equipment Operator II	XIX
Special Poultry Technician	XVIII
Stock Handler (Bookstore and West Circle)	XII
Stock Handler (D & F)	XII
Stock Handler (FPC)	XII
Stock Handler (Food Stores)	XII
Stock Handler (Married Housing)	XII
Stockman - Scientific Supplies	XV
Stockroom Attendant	XV
Stockroom Coordinator (Physical Plant)	XVIII
Stockroom Supervisor (KC)	XVI
Stockroom Supervisor-Technician	XVIII
Telephone Operator (Physical Plant)	X
Tractor and Truck Driver	XII
Trainee, Intermediate	II
Trainee, Senior	VI
Tree Trimmer	XVIII
Tree Trimmer Apprentice	XII
Truck Driver	XII
Unskilled Labor	III
Vegetable Cook (KC)	XIII

APPENDIX II

WAGE RATE SCHEDULE EFFECTIVE JULY 1, 1973, FOR THOSE EMPLOYEES INCLUDED IN THE BARGAINING UNITS CLAUSE OF THIS AGREEMENT.

Grade	Current Rate Range	Effective 7/1/73 New Rate Range
II	$2.79 - $2.94	$2.97 - $3.13
III	$2.82 - $3.03	$3.00 - $3.23
IV	$2.84 - $3.16	$3.02 - $3.37
V	$2.90 - $3.24	$3.09 - $3.45
VI	$3.03 - $3.35	$3.23 - $3.57
VII	$3.05 - $3.37	$3.25 - $3.59
VIII	$3.12 - $3.51	$3.32 - $3.74
IX	$3.14 - $3.55	$3.34 - $3.78
X	$3.24 - $3.68	$3.45 - $3.92
XI	$3.31 - $3.81	$3.53 - $4.06
XII	$3.39 - $3.94	$3.61 - $4.20
XIII	$3.44 - $3.99	$3.66 - $4.25
XIV	$3.51 - $4.06	$3.74 - $4.32
XV	$3.66 - $4.23	$3.90 - $4.51
XVI	$3.78 - $4.36	$4.03 - $4.64
XVII	$3.85 - $4.46	$4.10 - $4.75
XVIII	$3.95 - $4.61	$4.21 - $4.91
XIX	$4.22 - $4.79	$4.49 - $5.10
XX	$4.42 - $4.96	$4.71 - $5.28
XXI	$4.43 - $5.03	$4.72 - $5.36
XXII	$4.65 - $5.25	$4.95 - $5.59
XXIII	$4.70 - $5.32	$5.01 - $5.67
*Special	$2.00 - $2.17	$2.10 - $2.27

*Food Service Worker I and referred to as Waitress at the Kellogg Center.

APPENDIX II

WAGE RATE SCHEDULE EFFECTIVE JULY 1, 1974, FOR THOSE EMPLOYEES INCLUDED IN THE BARGAINING UNITS CLAUSE OF THIS AGREEMENT.

Grade	Current Rate Range	Effective 7/1/74 Starting Rate	Job Rate
II	$2.97 - $3.13	$3.15 -	$3.32
III	$3.00 - $3.23	$3.25 -	$3.42
IV	$3.02 - $3.37	$3.39 -	$3.57
V	$3.09 - $3.45	$3.48 -	$3.66
VI	$3.23 - $3.57	$3.59 -	$3.78
VII	$3.25 - $3.59	$3.62 -	$3.81
VIII	$3.32 - $3.74	$3.76 -	$3.96
IX	$3.34 - $3.78	$3.81 -	$4.01
X	$3.45 - $3.92	$3.95 -	$4.16
XI	$3.53 - $4.06	$4.09 -	$4.30
XII	$3.61 - $4.20	$4.23 -	$4.45
XIII	$3.66 - $4.25	$4.28 -	$4.51
XIV	$3.74 - $4.32	$4.35 -	$4.58
XV	$3.90 - $4.51	$4.30 -	$4.78
XVI	$4.03 - $4.64	$4.43 -	$4.92
XVII	$4.10 - $4.75	$4.54 -	$5.04
XVIII	$4.21 - $4.91	$4.68 -	$5.20
XIX	$4.49 - $5.10	$4.87 -	$5.41
XX	$4.71 - $5.28	$5.04 -	$5.60
XXI	$4.72 - $5.36	$5.11 -	$5.68
XXII	$4.95 - $5.59	$5.34 -	$5.93
XXIII	$5.01 - $5.67	$5.41 -	$6.01
*Special	$2.10 - $2.27	$2.25 -	$2.37

*Food Service Worker I and referred to as Waitress at the Kellogg Center.

MICHIGAN STATE UNIVERSITY, EAST LANSING, MI 48824
Office of Labor Relations

September 20, 1973

Mr. Arthur Kieselbach, President
Local Union 1585
Campus

Dear Mr. Kieselbach:

It is agreed that all members of the AFSCME, AFL-CIO, Local 1585, shall return to work without any retaliation or reprisal. The membership of Local 1585 also agrees not to harass, intimidate or coerce other members of the work force who may or may not be members of Local 1585, AFL-CIO.

Yours very truly,

William J. Neff

William J. Neff
Director of Labor Relations

WJN:tla

Acceptance of Union:

Arthur Kieselbach

Arthur Kieselbach, President

70

MICHIGAN STATE UNIVERSITY East Lansing, MI 48824
Office of Labor Relations

September 20, 1973

Mr. Arthur Kieselbach, President
Local Union 1585
Campus

Dear Mr. Kieselbach:

It is agreed that Automotive Services, Physical Plant Division, will continue their long standing policy relating to split runs on the Campus Bus System. Included in this policy are the following:

1. Split runs will be minimized as much as possible.

2. All new employees shall read the job description and be aware they may have to operate a split run.

3. The Bus Drivers may suggest alternate solutions to eliminate any or all split runs. These solutions will be considered and adopted if they:

   (a) Do not increase operating costs.
   (b) Do not eliminate needed service.

Yours very truly,

William J. Neff

William J. Neff
Director of Labor Relations

Acceptance of Union

Arthur Kieselbach

Arthur Kieselbach, President

71

MICHIGAN STATE UNIVERSITY, EAST LANSING, MI 48824
Office of Labor Relations

September 20, 1973

Mr. Arthur Kieselbach, President
Local Union 1585
Campus

Dear Mr. Kieselbach:

It is agreed that under Article 44.0, Promotions, the Employer will make promotions available to Local 1585 seniority employees within a unit where a vacancy occurs who bid on a posted job vacancy and who possess the minimum acceptable qualifications for the job, on a unit seniority basis.

In the event the vacancy is not filled by the above method, the Employer will make promotions available to Local 1585 seniority employees not in a unit where a vacancy occurs who bid on a posted job vacancy and who possess the minimum acceptable qualifications for the job, on a seniority basis considering their present unit seniority.

If the Union feels there has been a violation of the policy stated in paragraph two above, the Chief Steward or Local President may present the grievance to the appropriate district supervisor.

As of July 1, 1974, Section 44.8 shall read as follows:

44.8 The promoted employee will receive the starting rate for the new classification or the job rate of his former classification whichever is greater.

72

Mr. Arthur Kieselbach (continued)

Very truly yours,

William J. Neff

William J. Neff
Director of Labor Relations

WJN:tla

Acceptance of Union:

Arthur Kieselbach

Arthur Kieselbach, President

73

MICHIGAN STATE UNIVERSITY, EAST LANSING, MI 48824
Office of Labor Relations

September 20, 1973

Mr. Arthur Kieselbach, President
Local Union 1585
Campus

Dear Mr. Kieselbach:

It is agreed that the Employer will institute a ninety (90) day rate for the job commencing on July 1, 1974. It is further agreed that all employees who have ninety (90) calendar days within their present classification will automatically be moved to the top of their pay grade according to Appendix I and Appendix II of this Agreement.

All other employees with less than ninety (90) calendar days within their present classification will be moved to the top of their pay grade according to Appendix I and Appendix II of this Agreement upon completion of ninety (90) calendar days within their present classification.

Very truly yours,

William J. Neff

William J. Neff
Director of Labor Relations

WJN:tla

Acceptance of Union:

Arthur Kieselbach

Arthur Kieselbach, President

INDEX

Article	Number	Page
Absences	30.0	23
Agreement		1
Agreement Copies	66.0	55
Aid to Other Unions	3.0	2
Appendix I - Classification and Grade Schedule		58
Appendix II - Wage Rate Schedule		62
Assignment of College of Agriculture and Natural Resources Employees	62.0	52
Assignment of Dormitories and Foods and Physical Plant Employees	61.0	52
Baker (Brody)	47.0	37
Bargaining Units	5.0	2
Classification and Job Descriptions	46.0	36
Contract Documents	68.0	55
Computation of Back Wages	22.0	19
Death Benefit Insurance	59.0	48
Disability Plans	57.0	46
Long-Term Disability Plan		46
Extended Disability Plan		47
Discharge or Discipline	23.0	19
Notice of Discharge or Discipline		19
Appeal of Discharge or Discipline		20
Use of Past Record		20
Educational Leave of Absence for Veterans	40.0	32
Effective Date	71.0	57
Equalization of Overtime Hours	54.0	42
Funeral Leave	35.0	29
Definition of Employee's Immediate Family		29
General Conditions	43.0	33
Return to Active Employment		34
Grievance Procedure	19.0	14
Time Limits		14
Time of Meetings		14
Time of Answers		14
Time of Appeal		14
Non-Conformance		14
Group Life Insurance	58.0	47
Holiday Provisions	31.0	23

Article	Number	Page
Hospitalization-Medical Coverage	56.0	45
Jury Duty	36.0	30
Layoffs	27.0	21
Leave of Absence for Illness or Disability	38.0	31
Leave for Union Business	41.0	32
Limit on Use of Bulletin Boards	11.0	10
Loss of Seniority	15.0	12
Longevity Pay	55.0	43
Longevity Year		43
Initial Eligibility		44
Continuous Eligibility		44
Longevity Pay Schedule		44
Medical Dispute	25.0	2[illegible]
Merit Increases	49.0	[illegible]9
Military Leave	39.0	[illegible]1
Extended Service		31
Short Tours of Duty		32
Personal Leave	37.0	30
Personal Leave Day	33.0	26
Preface		iii
Presenting a Grievance	20.0	15
Step I Verbal		15
Step II District Supervisor		15
Step III Administrative Head		16
Step IV Employer's Representative		16
Step V Board of Appeal		17
Step VI Arbitration		18
Finality of Decisions		19
Promotions	44.0	34
Posting of Job Vacancies		34
Trial Period		35
Temporary Assignment		35
Purpose and Intent	1.0	1
Ratification	69.0	55
Recall Procedure	28.0	22
Recognition	4.0	2
Employees Covered		2
Red Circle Rates	50.0	39
Representation	8.0	7
Number of Representation Districts		7

Article	Number	Page
Retirement Benefits	60.0	49
I Retirement Program		49
Contribution Level		49
Retirement Formula		49
II University Retirement		50
Mandatory Employment Age		50
University Retirement Defined		51
Payment for Unused Sick Leave		51
Prorated Longevity Pay		52
Rights of the Employer	2.0	2
Safety Committee	65.0	54
Seniority	13.0	10
Probationary Employees		10
Temporary Employees		11
Seniority Defined	12.0	10
Seniority Lists	14.0	11
Seniority of Officers	17.0	13
Seniority of Stewards	16.0	13
Shift Preference	18.0	13
Sick Leave	34.0	27
Workmen's Compensation		27
Special Conferences	24.0	20
Stewards and Alternate Stewards	9.0	8
Student Labor	64.0	54
Supervision Working	63.0	54
Supplemental Agreements	67.0	55
Supplemental Letters of Agreement		64
Table of Contents		v
Temporary Layoffs	26.0	21
Termination and Modification	70.0	56
Time-and-One-Half in College of Veterinary Medicine	53.0	42
Time-and-One-Half in Seven-Day Operations and In Other Specific Areas of Work	52.0	41
Transfers	45.0	36
Union Bulletin Board	10.0	9
Union Dues, Initiation Fees and Service Charges	7.0	5
Union Education Leave	42.0	33
Union Security	6.0	3
Requirements of Union Membership		3
Vacations	32.0	24
Wage Rate Increase Plan	48.0	38
Withdrawal of Cases	21.0	19
Work Opportunity for Laid-Off Employees	29.0	23

Article	Number	Page
Working Hours	51.0	39
Shift Differential		39
Shift Hours		39
Rest Periods		40
Wash-Up Time		40
Call-In Pay		40
Time-and-One-Half		40

78